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FILED
DISTRICT COURT OF GUAM

AUG 16 2002 *mba*

MARY L. M. MORAN
CLERK OF COURT

Attorneys for Defendant

6 IN THE DISTRICT COURT OF GUAM
7 TERRITORY OF GUAM

8 -----
9 KAIOH SUISAN CO., LTD.)

10 Plaintiff,)

11 vs.)

12 GUAM YTK CORPORATION.)

13 Defendant.)
14 -----

CIVIL CASE NUMBER 02-00021

ANSWER TO COMPLAINT

15 Guam YTK Corporation answers Plaintiff's Complaint and admits, denies and
16 alleges as follows:

17 **FIRST AFFIRMATIVE DEFENSE**

18 Defendant admits the allegations in paragraphs 1, 2, 4, 5, and 6 of Plaintiff's
19 Complaint.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Defendant denies allegations in paragraphs 7, 8, 9, and 10.

22 **THIRD AFFIRMATIVE DEFENSE**

23 With respect to paragraph no. 3, Defendant is without sufficient information to

1 form a belief as to the truth or falsity of paragraph no. 3 and therefore denies on that basis.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 The Complaint fails to state a cause of action upon which relief can be granted.

4 **FIFTH AFFIRMATIVE DEFENSE**

5 The Plaintiff and Defendant are partners in a fishing operation on Guam conducting
6 business as Guam Kaioh Co., Ltd. ("Guam Kaioh"). Notwithstanding the agreement attached to
7 the Complaint, the Defendant did not borrow one hundred million yen (¥100,000,000.00) from
8 the Plaintiff. The Plaintiff sent the one hundred million yen (¥100,000,000.00) to be used by
9 Guam Kaioh in its operation. Plaintiff is the majority shareholder. This money is not a debt of the
10 Defendant. The proceeds were used for the benefit of Guam Kaioh.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 Notwithstanding the agreement attached to the Complaint, Guam YTK Corporation
13 was not the borrower of any money sent by the Plaintiff. The agreement was drafted by Defendant
14 for Tom Kamiyama's signature. Defendant's authorized representative falsely told Mr. Kamiyama
15 what the document said, and meant, and Kamiyama relied on those representations and signed the
16 agreement. Kamiyama does not read or write English.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 The parties and Guam Kaioh have an obligation of good faith to assist in the
19 success of Guam Kaioh. The purpose of these funds was to provide financial assistance for the
20 fishing endeavors of Guam Kaioh and the subsequent failures and problems of Guam Kaioh are
21 because of the failure of Plaintiff to fulfill its obligations of sending 20 fishing boats a month to
22 Guam and then interference by Plaintiff sabotaging the successful operation of Guam Kaioh.

1 **EIGHTH AFFIRMATIVE DEFENSE**

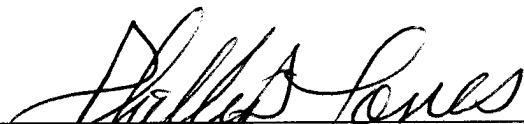
2 Plaintiffs are barred from asserting a claim under the doctrines of Estoppel, Laches
3 and Waiver.

4 **WHEREFORE**, Defendant prays that the Court:

- 5 1. Grant Judgment to Defendant and that Plaintiff take nothing thereby.
6 2. Grant Defendant its attorneys fees and costs.
7 3. Grant Defendant such other relief as is just and proper.

8 DATED at Hagåtña, Guam, this 16th day of August, 2002.

9 **TEKER CIVILLE TORRES & TANG, PLLC**


10 
11 **PHILLIP TORRES**
12 *Attorneys for Defendants*

1 **CERTIFICATE OF SERVICE**

2 I, PHILLIP TORRES, hereby certify, that on August 16th, 2002, a copy of the
3 foregoing Answer to Complaint was duly served, by hand delivery, upon John B. Maher, Esq.
4 at the Offices of McKeown Vernier Price & Maher, 115 Hesler Place, Ground Floor Governor
5 Joseph Flores Building Hagåtña, Guam 96910.

6
7 DATED at Hagåtña, Guam, this 16th day of August, 2002.

8 **TEKER CIVILLE TORRES & TANG, PLLC**

9 
10 **PHILLIP TORRES**
11 *Attorneys for Defendants*